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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

SHYRIA HENDERSON, on behalf of
herself and all others similarly situated.

**CASE NO. 3:13-cv-1845-L-BLM
CLASS ACTION**

Plaintiff,
vs.

JOINT MOTION FOR PROTECTIVE ORDER

UNITED STUDENT AID FUNDS, INC.
D/B/A USA FUNDS.

Hon. Magistrate Barbara L. Major

Defendant

In anticipation of discovery that may reach confidential and proprietary business information and/or confidential information of third parties, defendant United Student Aid Funds, Inc. d/b/a USA Funds, Inc. (“Defendant”) and plaintiff Shyriaa Henderson (“Plaintiff”) (collectively, “Party” or “Parties”) jointly move for entry of a Protective Order as follows:

1. The terms defined in this Paragraph shall have the meaning provided. Defined terms may be used in the singular or plural:

1.1 “Action” specifically refers to all pretrial proceedings or settlement in the above-captioned action.

1.2 “Confidential Information” means information, whether or not embodied in any physical medium, including all originals and copies of any document and/or information, used by the Producing Party in or pertaining to its business, or information pertaining to third-party privacy interests, which information the Producing Party believes in good faith to be protected under applicable law regarding privacy information, trade secret information, non-public competitive financial or business planning information which the Producing Party is prohibited from revealing to third parties except in confidence, or has undertaken by contract with others to maintain its confidence. Nothing herein is intended to confer confidential or protected status on information that is not otherwise protected under federal law or which has been publicly disseminated.

1.3 “Designating Party” means a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

1.4 “Litigation Documents” means all pleadings, motions, affidavits, declarations, and related papers, all documents produced or exchanged in the course of this action or any settlement

1 negotiations, all written discovery responses and all transcripts and
2 testimony given in depositions or in pre-trial hearings.

3 1.5 “Non-Party” means any natural person, partnership, corporation,
4 association, or other legal entity not named as a Party to this action.

5 1.6 “Party” means any party to this action, including all of its officers,
6 directors, employees, agents, contractors, representatives, and their
7 outside counsel of record (and their consultants, retained experts,
8 vendors and support staffs).

9 1.7 “Producing Party” means the Party or Non-Party being asked to
10 produce documents or information considered by that Party or Non-
11 Party to be Confidential Information, or a Party or Non-Party
12 asserting a confidentiality interest in information produced by others.

13 1.8 “Receiving Party” means that party receiving or requesting
14 production of Confidential Information.

15 2. In connection with this Action, a Producing Party may designate any
16 document, thing, material, testimony or other information derived therefrom, as
17 “Confidential” under the terms of this Stipulated Protective Order (hereinafter
18 “Order”).

19 4. All documents and information designated in good faith by a
20 Producing Party as Confidential Information shall be used solely for the purposes of
21 this Action and shall not be used for any other purpose, including, without limitation,
22 any media communications, public relations matter, business or commercial purpose,
23 product development, intellectual property development, or in any other legal
24 proceeding, action or matter and shall not, directly or indirectly, in whole or in part, be
25 revealed or disclosed, or made available for inspection or copying to persons other than
26 “Qualified Persons” as defined in paragraph 7 of this Order. The Parties agree that any
27 unauthorized disclosure of Confidential Information in violation of the terms of this
28 Order can cause substantial harm to the Producing Party and may result in the

1 imposition of sanctions. Notwithstanding the above, a Producing Party may use their
2 own Confidential Information as they see fit unless doing so would disclose another
3 party's Confidential Information and that other party does not consent in writing to that
4 use.

5 Confidential Information must be stored and maintained by a Receiving Party at
6 a location and in a secure manner that reasonably ensures access is limited to the
7 persons authorized under this Order. Any person in possession of Confidential
8 Information, including the Parties and their respective counsel, shall exercise the same
9 care with regard to the storage, custody, or use of such Confidential Information as they
10 would apply to their own material of the same or comparable sensitivity.

11 5. Confidential documents shall be so designated by stamping copies of the
12 document produced to a party with the legend "CONFIDENTIAL." Stamping the
13 legend "CONFIDENTIAL" on the cover of any multipage document shall designate all
14 pages of the document as confidential, unless otherwise indicated by the producing
15 party.

16 6. Within thirty (30) days after receipt of a transcript from a deposition, any
17 Producing Party may specifically designate information in the transcript as Confidential
18 Information, by notifying all parties in writing of any specific pages and lines of the
19 transcript which contain the Confidential Information. Each Party shall attach a copy
20 of such written statement to the face of the transcript and each copy thereof in its
21 possession, custody or control. The entirety of the deposition transcript shall remain
22 confidential until the thirty-day period indicated in this paragraph has expired.

23 7. Confidential Information produced pursuant to this Order may be
24 disclosed or made available only to the Court, to the jury, to counsel for a party
25 (including the paralegal, clerical, and secretarial staff employed by such counsel), and
26 to the "Qualified Persons" as designated below:

27 (a) a Party, or an officer, director, or employee or agent of a Party deemed
28 necessary by counsel to aid in the prosecution, defense, or settlement of this action;

- 1 (b) experts or consultants or vendors (together with their clerical staff)
2 retained by such counsel to assist in the prosecution, defense, or settlement of this
3 action;
- 4 (c) court reporter(s) employed in this action;
- 5 (d) a witness at any deposition or other proceeding in this action;
- 6 (e) personnel associated with the insurance carrier for either party; and
- 7 (f) any other person as to whom the Parties in writing agree.

8 Prior to receiving any Confidential Information, each “Qualified Person” except
9 for those persons identified in Paragraph 7(a) shall be provided with a copy of this
10 Order and shall execute a nondisclosure agreement in the form of Attachment A, a copy
11 of which shall be provided forthwith to counsel for each other party and for the parties.

12 8. Depositions that are designated as Confidential shall be taken only in the
13 presence of Qualified Persons.

14 9. Nothing herein shall impose any restriction on the use or disclosure by a
15 Party of material obtained by such party independent of discovery or non-discovery
16 voluntary disclosures in this action, whether or not such material is also obtained
17 through discovery or non-discovery voluntary disclosures in this action.

18 10. If Confidential Information, including any portion of a deposition
19 transcript designated as Confidential, is included in any papers to be filed in Court,
20 such papers shall be labeled “Confidential-Subject to Court Order” and filed under seal
21 as set forth in Paragraph 15 until further order of this Court.

22 11. In the event that any Confidential Information is used in any court
23 proceeding in this action, it shall not lose its confidential status through such use, and
24 the Party using such shall take all reasonable steps to maintain its confidentiality during
25 such use.

26 12. This Order shall be without prejudice to the right of the Parties or Non-
27 Parties (i) to bring before the Court the question of whether any particular document or
28 information is confidential or whether its use should be restricted subject to the time

1 limitations imposed in Paragraph 14 of this Order, or (ii) to present a motion to the
2 Court under Federal Rule of Civil Procedure 26(c) for a separate protective order as to
3 any particular document or information, including restrictions differing from those as
4 specified herein.

5 13. This Order is entered solely for the purpose of facilitating the exchange of
6 documents and information between the Parties to this Action without involving the
7 Court unnecessarily in the process. Nothing in this Order nor the production of any
8 information or document under the terms of this Order nor any proceedings pursuant to
9 the Order shall be deemed to have the effect of an admission or waiver by either Party
10 or of altering the confidentiality or non-confidentiality of any such document or
11 information or altering any existing obligation of any Party or the absence thereof.

12 14. Challenging Confidentiality Designations: Nothing in this Order shall be
13 deemed to preclude a Receiving Party from seeking permission of the Court to release
14 information designated as Confidential Information under this Order. If a dispute arises
15 regarding the designation of documents or information as Confidential Information, the
16 following procedures shall be followed:

17 a. In the event a Receiving Party believes, in good faith, that a
18 document or information produced or disclosed, which had been
19 designated as Confidential Information under this Order is not
20 confidential, the Receiving Party shall send the Designating Party a
21 written objection specifically identifying the information or document
22 (by bates-number) sought to be disclosed within thirty (30) days of
23 receipt of such information or documents, or upon good cause, at a
24 later date. Within ten (10) business days of receipt of the Receiving
25 Party's written objection, the Designating Party shall submit a written
26 response to the Receiving Party's objection that states the reasons why
27 said Information or document should not be so designated and/or
28 subject to this Order.

b. If the Parties are unable to agree upon a satisfactory resolution under Paragraph 14.a., the Designating Party shall, within ten (10) days of the Designating Party's service of their written response, seek an order concerning such information or documents that have previously been produced or disclosed under the Order. The Designating Party shall in any proceeding or other matter concerning such designation have the burden of proof in justifying the confidential designation pursuant to this Order and applicable law.

c. If the Designating party seeks an order pursuant to this Paragraph, no Party may disclose Confidential Information in a manner contrary to its designation unless the Designating Party subsequently consents to disclosure or prior to ten (10) days after the Court has issued an order allowing disclosure or as otherwise ordered by the Court. To the extent the Court rules that any information designated as Confidential Information is not entitled to the confidentiality protection asserted by the Designating Party, the Designating Party shall produce new copies of the documents or information without any confidentiality designations.

15. Filing Under Seal: No document may be filed under seal, i.e., closed to inspection by the public except pursuant to a Court order that authorizes the sealing of the particular document, or portions of it. A sealing order may issue only upon a showing that the information is privileged or protectable under the law. The request must be narrowly tailored to seek sealing only of the confidential or privileged material. To file a document under seal, the parties must comply with the procedures explained in Section II.j of the Electronic Case Filing Administrative Policies and Procedures Manual for the United States District Court for the Southern District of California and Civil Local Rule 79.2. In addition, in accordance with Judge Major's preferences, a party must file a 'public' version of any document that it seeks to file under seal. In the

1 public version, the party may redact only that information that is deemed
2 'Confidential.' The party should file the redacted document(s) simultaneously with a
3 joint motion or ex parte application requesting that the confidential portions of the
4 document(s) be filed under seal and setting forth good cause for the request.

5 Any use of Confidential Information at trial shall be governed by a separate
6 agreement or order.

7 16. This Order in no way alters the law regarding the type of information
8 that may be deemed Confidential Information, nor the burdens for demonstrating
9 confidentiality or the right to discovery of Confidential Information.

10 17. Confidential Material Subpoenaed or Ordered Produced in Other
11 Matters. Any Receiving Party who receives a subpoena or other process from a
12 Non-Party, or order, to produce, or disclose Confidential Information shall provide
13 the Designating Party with written notice thereof (the notice shall include a copy of
14 the subpoena or other process or order or other information necessary to reasonably
15 inform) within seventy-two (72) hours of receipt of said written notice to enable the
16 Designating Party to take whatever action it deems appropriate. The Designating
17 Party may then seek an order from the court issuing the subpoena, process, or order
18 that prohibits and/or limits the scope of any disclosure, and shall provide notice of
19 such application to the Party receiving the subpoena, process or order. The
20 Receiving Party may comply with the subpoena, process, or order on the last day
21 specified for compliance therewith, unless the Designating Party has sought an
22 order prohibiting and/or modifying the disclosure sought, and shall comply with
23 any subsequent order of court prohibiting and/or limiting the scope of any
24 disclosure. Any disputes arising under this Paragraph shall be governed by the
25 procedures specified in Paragraph 16 of this Order. Nothing in these provisions
26 should be construed as authorizing or encouraging a Receiving Party to disobey a
27 lawful directive from another court.

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1 18. Even after final disposition of this litigation, the confidentiality obligations
2 imposed by this Order shall remain in effect and each person subject to this Order shall
3 continue to be subject to the jurisdiction of this Court for the purposes of enforcement
4 of the confidentiality terms of this Order. Final disposition shall be deemed to be the
5 later of (1) dismissal of all claims and defenses in this action, with or without prejudice;
6 and (2) final judgment herein after the completion and exhaustion of all appeals,
7 rehearings, remands, trials, or reviews of this action, including the time limits for filing
8 any motions or applications for extension of time pursuant to applicable law.

9 After final disposition of this litigation all Confidential Information and all
10 copies of same (other than attorney work product containing references to such
11 information) shall be returned to the Producing Party or made available for pick-up at
12 its cost, or alternatively destroyed. All counsel of record shall make certification of
13 compliance herewith and shall deliver the same to counsel for the Producing Party not
14 more than 30 days after final disposition of this litigation.

15 The parties respectfully request the Court enter a Protective Order in this action
16 as above.

17
18 Dated: December 6, 2013

By: s/ Ronald A. Marron
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26 Dated: December 6, 2013

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Dated: December 6, 2013

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Attorneys for Defendant

CERTIFICATION OF APPROVAL OF CONTENT

I, Ronald A. Marron, counsel for Plaintiff Henderson, in the above-entitled matter, hereby certify that the required parties have approved and accepted the content of the Joint Motion for Protective Order, and that I have obtained authorization from Felicia Yu, counsel for Defendant United Student Aid Funds, Inc. d/b/a USA Funds for her electronic signature on the Joint Motion for Protective Order.

Dated: December 6, 2013

**LAW OFFICES OF RONALD A.
MARRON, APLC**
By: /s/ Ronald A. Marron
RONALD A. MARRON

Attorney for Plaintiff and the Proposed Class

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issued
by the United States District Court for the Southern District of California on
_____ [date] in the case of *Henderson v. United Student Aid Funds, Inc.*
etc. Case No. 13-CV-1845. I agree to comply with and to be bound by all the terms of
this Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Southern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with this
action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature: